

## WebNow - Terms and Conditions

### 1. What is Web Now?

Web Now is a cloud-based 'done for you' website solution, enabling businesses to create and manage their websites by providing general and personalised content, website hosting services, access to software for managing the website, help and support tools, and ecommerce tools (collectively, the "Services") directly and through the website and associated domains of <https://webready.solutions/> (the "Website" or "Site").

To be able to use Web Now, you must accept and comply with the Terms of Service ("Terms of Service").

### 2. Service Features

Web Now is a subscription Service to design, build, host and manage your website. Subject to the transfer of ownership provisions in the clause below, the elements of this Service are completely integrated and cannot be obtained separately.

The Services are provided using template designs. The templates for Web Now websites are customisable to a degree but contain inherent limitations. We do not provide any guarantee that the templates can be customised to meet all your requirements.

We will build your website using category specific, pre-produced images from our libraries. We will also supply written content based on the requirements of your brief. If you prefer, you may provide us with your own content. If you do so, you are solely responsible for ensuring that the content you supply complies with all applicable laws and does not infringe the rights of any third party. We reserve the right to refuse to use any content that breaches our Acceptable Use Policy.

Any software or plugins made available to you by us for use with the service must be associated with your Web Now website and are not transferable to any other accounts you have with us, or any other websites. Not all Add-ons may be compatible with your website which is why you need to confirm your requirements before the build commences. These Add-ons require an active subscription to the Services to remain active. We offer a number of Add-ons as standard for all Services which are subject to change, and may be removed or added at our discretion and without notice to you. Many of the Add-ons are plugins which are supplied by third parties and we can only provide limited support for them. Add-ons will automatically renew on a monthly basis (unless specified otherwise) until they are cancelled by you or the Service is terminated.

We may use third party contractors to perform the services. If we do, we will pass to those contractors your contact details and any information or materials that you supply to us such as the description of your requirements and content to be included in the website.

Your Web Now website is backed up each time it is republished, but these are limited to 10 available backups within the last 12 months. If you need to restore your website from a backup, we will use best efforts to do so but cannot be liable if the backup is incomplete or corrupt.

We will use best endeavours to secure your website, however, you accept that it is not possible to prevent all malicious activity. We do not warrant that the Services will be uninterrupted, timely,

secure or error free, or that they will be free from hackers, virus, denial of service attack or other persons having unauthorised access to our Services or those of our suppliers.

The full description of Web Now, its features and additional services (also referred to as “Add-Ons”) are set out on the Website.

### 3. Plans and Charges

The minimum requirements and user numbers where applicable for each plan are set out on the Website.

The pricing for Web Now and the various Add-Ons for Web Now are set out on the Website.

We charge you for each month in advance for the Web Now plan and all the other Add-Ons you choose with the plan.

Additional charges will apply for domain hosting after the first two years.

### 4. Commitment

There is a 24 month minimum term.

### 5. Termination

Your Service will continue on a month to month basis at the end of the minimum term. You may cancel your Service at any time, but you need to give us 30 days notice to cancel your Service. You are still required to pay the charges for your Service during the 30-day notice period.

Early Termination Charges (“ETC”) may apply if you cancel your Service before the end of the minimum term.

Web Now Plan	ETC Payable
Web Now Small	60% of the Remaining Monthly Subscription Charges
Web Now Medium	70% of the Remaining Monthly Subscription Charges
Web Now Large	70% of the Remaining Monthly Subscription Charges

Where the Remaining Monthly Subscription Charges is the relevant Monthly Subscription Charges that would have been payable for the relevant Services for the remaining period of the minimum term.

Once the Service is cancelled, all licences in the website will be terminated and the website will be deleted without any liability to us whatsoever. We will not keep a copy of the website. Deletion of the website means deletion of all data including but not limited to website files, images, videos, email, databases, and all other intellectual property.

### 6. Add-ons

You may also add Add-Ons to your Web Now plan from time to time.

You may cancel any of the Add-Ons at any time but you need to give us 30 days notice. If you cancel your Add-Ons, you may still continue using your Web Now membership until you choose to terminate it individually. You will still be charged for any cancelled Add-On during the 30-day notice period.

## 7. Delivery of the Services

There are several steps to the delivery of the Services. Completion of the design and build in a timely manner depends upon your responsiveness to our requests for feedback and/or approvals. Unless stated otherwise, we will expect you to respond to our requests within 5 business days. We are not responsible for any delays in provisioning the Service because of your failure to respond as requested or required.

The steps are as follows:

Delivery steps	Details
Welcome call	We will make an appointment to speak to you by phone to obtain your detailed requirements and instructions. All customer requirements, including selection of a template, must be finalised at the Welcome Call, or within 5 business days afterwards, otherwise a selection will be made on your behalf.
Brief	We will email you with the agreed list of requirements obtained from the welcome call. If you do not respond to the Brief within 5 business days by email, we will assume you do not require any further changes and will proceed to the first draft. If you wish to use your own content, then that should be provided within 5 business days of the Welcome Call.
Draft and Review Process	We will use best efforts to supply a first draft within 12 business days of your acceptance of the Brief. You will be required to review the website draft and provide feedback within 5 business days of receiving each draft. If you fail to respond within that timeframe, the review process will be regarded as complete. We may cancel the services if you have failed to respond to our requests for feedback for longer than 3 months and the cancellation terms will apply.
Go Live	You need to provide approval for website Go-live. The ongoing monthly fees will continue to be charged after completion of the review process even if the website does not go live.
Support post Go-live	Any support or revision required post web build will be provided in accordance with the details of your plan. We will respond to your requests within 5 business days provided you give us adequate information for the update.

## 8. Intellectual Property Rights

Once we have finished and delivered the design, we will grant you a royalty free licence to use, display and publish the Web Now website for the duration of the Services. The publication of the website completes our obligations to you under the Terms of Service for the design and build elements. The ongoing services will be for hosting, email and the ongoing management of that website.

You grant to us a royalty-free, worldwide licence to use, reproduce, modify, edit or otherwise all content you supply, and to cache the entirety of your Website (including your Content) where hosted by us. You are responsible for obtaining any consents required of any third parties in connection with the grant of this licence to us. You also agree that any such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

## **9. Ownership of the website**

Web Now websites cannot be ported away or hosted independently from our Services.

We do not warrant that you can obtain a trade mark, copyright or other protection in the website and cannot provide any advice or guidance in respect of, any potential intellectual property rights issues which may arise from your use of the Services (including without limitation the use of Content in the Website).